IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN

AT JODHPUR

..

:: JUDGMENT ::

Smt. Prem Lata & Ors. Vs. Ganesh Ram & Ors.

S.B. CIVIL MISC. APPEAL NO.198/1992.

Against the award dated 15.01.1992 made by the Motor Accidents Claims Tribunal, Bikaner in Claim Case No.40/1988.

Date of Judgment :: 14.11.2006.

PRESENT

HON'BLE MR. JUSTICE DINESH MAHESHWARI

Mr. P.K. Bhansali, for the appellants.
Mr. Babu Lal Darji, for the respondents.

...

BY THE COURT;

REPORTABLE

This appeal has been preferred against the award dated 15.01.1992 made by the Motor Accidents Claims Tribunal, Bikaner in Claim Case No.40/1988 awarding a sum of Rs.1,00,000/- as compensation to the wife, daughter and parents (the appellants) of the vehicular accident victim Bheru Singh, about 21 years in age, on the basis of a settlement said to have been arrived at before Lok Adalat. The claimants have

assailed the award so made by the Tribunal fundamentally with the submissions that the counsel entered into such so-called settlement without their consent; and that the amount so awarded remains grossly inadequate than that of just compensation.

The claimants filed the claim application aforesaid on 08.07.1988 before the Motor Accidents Claims Tribunal, Bikaner stating their place of residence at Uniyara, District Tonk and submitted that the deceased Bheru Singh was 21 years in age and was earning Rs.1500/- per month. Narrating the incident, the claimants averred that on 27.04.1988 at about 6:50 p.m. the deceased, while proceeding on his bicycle in front of the office of Executive Engineer, Agricultural Marketing Board at Bikaner, was hit by a rashly driven truck bearing registration No. RJK 8031; and he succumbed to the injuries sustained in the accident; that FIR No.87 was registered with the Police Station, Sadar, Bikaner and after investigation challan was filed against the non-applicant No.1, the truck driver, for offences under Sections 279, 304-A of the Indian Penal Code. For quantification of compensation, the claimants averred that the deceased Bheru Singh was a college student of Second Year (Commerce) studying at Rampuriya College, Bikaner and on the fateful day he was returning after appearing in last paper of his examination. The claimants alleged that the

deceased was the only son of his parents and all his five sisters were already married; that the deceased had started earning from the age of 16 years and was contributing to the family. According to the claimants, the deceased was maintaining a dairy farm in the name of Bheru Dairy, Bikaner and was maintaining cattles; and selling the produce of said dairy farm, he was taking care of his wife, daughter and parents and so also the sisters as he was earning about Rs.1500/- per month and was spending only Rs.200/- on himself. The claimants also alleged that the deceased had a reasonably bright academic career and had already obtained an appointment letter from the Bank on the post of Cashier-cum-Clerk and upon joining he would have earned about Rs.1500/- per month. Stating the likelihood of the deceased earning upto the age of 70 years and contributing to the family and also stating non-pecuniary losses the claimants in all claimed an amount of Rs.11,50,400/- towards compensation and claimed separate amount of Rs.15,000/- under Section 92-A as First Mentioned Compensation.

The claim application was contested by the non-applicants Nos. 1 and 2, the driver and owner of the truck in question. While stating general denial of the claim averments, the non-applicants alleged that the accident occurred for the negligence of the deceased himself; that the deceased was

merely a student and was not earning as alleged. The said non-applicants also submitted that the vehicle was insured with New India Assurance Company under Cover Note No. 084441 from 12.10.1987 to 11.10.1988 and, therefore, liability for payment of compensation, if any, remains that of the insurer.

The insurer, on the other hand, stating general denial of the claim averments contended that the entire claim was based on assumptions regarding the alleged loss. The insurer also alleged that the driver of the offending vehicle was not holding a valid driving licence; that the insurer was not informed of the accident by the non-applicants Nos. 1 and 2 within time; that the truck was not having authorised permit and fitness and, therefore, the claimants were not entitled to recover any compensation from the insurer. It was also alleged that the claimants were not the wife, daughter and parents of the deceased; and that the accident occurred for the negligence of the deceased himself.

On the basis of the pleadings of the parties following issues were framed by the Tribunal on 31.08.1989 for determination of the questions involved in the case:-

> "1. आया दिनांक 27.4.1988 को वाहन सं. आर.जे.के. 08031 के चालक विपक्षी संख्या 1 गणेशराम के द्वारा वाहन को तेज गति व असावधानी से चलाकर दुर्घटना कारित की गई जिसके कारण भैरूसिंह के चोटें आयी और उसकी मृत्यु हो गई।
>
> --प्रार्थीगण

2. आया विपक्षी संख्या 1 वाहन स्वामी विपक्षी संख्या 2 के नियोजन में कार्य कर रहा था व नियोजन काल में यह दुर्घटना कारित की ।

--प्रार्थीगण

3. आया प्रार्थीगण विपक्षीगण से 11,50,400/-रू. की राशि क्षतिपूर्तिस्वरूप पाने के अधिकारी है, अगर हैं, तो किस किस विपक्षी से तथा कितनी-कितनी राशि ?

--प्रार्थीगण

4. क्या यह प्रार्थना पत्र पक्षकारों के कुसंयोजन के दोष से ग्रस्त है? यदि हाँ तो इसका क्या प्रभाव होगा?

अप्रार्थी सं. 1/2

5. क्या मृतक अपने माता-पिता पर आश्रित था ? यदि हाँ तो इसका क्या प्रभाव होगा ?

अप्रार्थी सं. 1/2

6. क्या दुर्घटना स्वयं मृतक की गलती का परिणाम था, जो कि अपने साथी को धक्का देकर चला गया और किसी वाहन से टकरा गया था अथवा सड़क पर गिरने के कारण चोटग्रस्त हुआ?

--अप्रार्थीगण

7.क्या वाहन चालक गणेशराम के पास वक्त दुर्घटना वैध ड्राईविंग लाईसेन्स नहीं था ? यदि हाँ तो इसका क्या प्रभाव होगा ?

--बीमा कंपनी

8. क्या वाहन चालक एवं वाहन स्वामी द्वारा बीमा संविदा की शरायत का उल्लंघन किया गया? यदि हाँ तो इसका क्या प्रभाव होगा ?

--बीमा कंपनी

9. क्या प्रार्थीगण मृतक के वारिस नहीं हैं? यदि हाँ तो इसका क्या प्रभाव होगा ?

--बीमा कंपनी

10. क्या वक्त दुर्घटना वाहन सं. आर.जे.के. 8031 का परमिट व फिटनेस नहीं था ? यदि हाँ तो इसका क्या प्रभाव होगा ?

--बीमा कंपनी

11. अनुतोष ?"

The record of claim case shows that in evidence, on 11.01.1990 Mumtaz Ali, M.T.O., Police Lines, Bikaner who conducted the mechanical inspection of the offending truck and prepared the report was examined as PW-1. On 22.03.1990 Dr. P.N. Mathur, Medical Jurist, who conducted the postmortem of the deceased and prepared the report (Ex.2) was examined as PW-2; Atar Singh, Constable No.491, P.S. Sadar, Bikaner was examined as PW-3; and Vikram Singh, an eye-witness to the accident was examined as PW-4. On 26.07.1990 Smt. Prem Lata, wife of the deceased, was examined as PW-5 and Arjun Singh, father of the deceased, was examined as PW-6. After granting a few more opportunities to the claimants, the Tribunal proceeded to close their evidence on 24.07.1991. The Tribunal thereafter granted opportunities to the non-applicants on 12.09.1991 and 14.11.1991 for leading evidence and upon their failure to do so, closed their evidence on 09.01.1992 and placed the matter for final arguments on 06.02.1992.

It appears that before the date fixed by the Tribunal for final arguments, i.e. 06.02.1992, the matter was taken up in Lok Adalat and counsel for the claimants and the counsel for

the non-applicant Insurer submitted in an application that settlement has been arrived at between the parties through Lok Adalat in the matter; that the claimants have agreed to accept an amount of Rs.1,00,000/- (Rs.15,000/- + Rs.85,000/-) against their claim and have given up other claim; that the responsibility for payment of such amount has been accepted by the non-applicant No.3, New India Assurance Company, Sriganganagar; and that the parties shall bear their own costs. The learned Judge of the Tribunal has signed the endorsement at the foot of the said application that the compromise was jointly filed by the applicants and non-applicants; that the contents of the deed were read over and explained to the parties and both of them admitted the same to be correct; and that the compromise was verified as desired by the parties.

On that very date, i.e. 15.01.1992, the Tribunal passed the following order:-

> "पक्षकार अभिभाषक उपस्थित।
>
> लोक अदालत की प्रेरणा से पक्षकारों की ओर से राजीनामा प्रस्तुत होने पर पत्रावली प्रस्तुत हुई। राजीनामा तस्दीक किया गया। राजीनामें के अनुसार प्रार्थीगण के क्लेम में विपक्षी सं. 3 दी न्यू इण्ड़िया एश्योरेन्स कंपनी लि. गंगानगर के विरूद्ध एक लाख रूपये का पंचाट पारित किया जाता है। इस प्रकरण के अन्तर्गत धारा 92-ए के अन्तर्गत दिलाई गई क्षतिपूर्ति राशि समायोजित किये जाने योग्य है। पंचाट की शेष राशि 85,000/- रू. प्रार्थीगण को विपक्षी सं. 3 शीध्र भुगतान करें, प्रार्थीगण के नाम का चैक/ड्राफ्ट शीध्र प्रचारित किया जावे जिसके लिये इस आदेश की प्रति बीमा

कंपनी को भेजकर शीध्र भुगतान करने हेतु लिखा जावे। प्रार्थीगण का शेष क्लेम अस्वीकार कर खारिज किया जाता है। प्रकरण फैसल शुमार होकर बाद तकमील दाखिल दफ्तर हो।"

Assailing the order-cum-award aforesaid the claimants have submitted in this appeal that they had never authorised their counsel to enter into any settlement; that the settlement was entered into without their knowledge and consent; that the so-called settlement entered into by their counsel was entirely unauthorised and the appellants were not bound by the same. The claimants-appellants have raised the grievance that the amount so awarded by the Tribunal remains too low and inadequate and have urged that the so-called award being working to their prejudice cannot be countenanced and deserves to be set aside. The insurer of the vehicle involved in the accident has duly supported the impugned award with the submissions that the settlement having been arrived at between the parties, it makes no difference if the compromise was not signed by the claimants as the same has been duly signed by their counsel and the claimants are not entitled to disown the acts done by their counsel under lawful authority. It has also been submitted that the award so made on the basis of settlement as arrived at is not to the prejudice of the claimants where the amount of just compensation has been allowed.

Having given anxious consideration to the rival submissions and having examined the record of the Tribunal, this Court is constrained to observe that the procedure adopted by the Tribunal in rushing through the matter and approving the so-called settlement placed before it on 15.01.1992 and then making an award on its basis can neither be appreciated nor countenanced.

In the case of Manju Gupta Vs. National Insurance Co. Ltd. & Ors. : 1994 ACJ 1036 relied upon by learned counsel Mr. P.K. Bhansali appearing for the appellants the Hon'ble Allahabad High Court has commented that the Court should keep a watch while making settlement of claims in Lok Adalats and the obligation under the law to protect the interest of the claimants should not be forgotten. The Court said,-

> "The purpose of Lok Adalat no doubt is to settle claims and disputes between the parties expeditiously, but at the same time the court should not forget its obligation under law to protect the interest of the parties, specially the claims of minors and persons of unsound mind. In fact, the court should keep a watch while making settlement of claims in Lok Adalat. It cannot be lost sight of that a litigant under pressure of time and money spent in courts easily succumbs to the pressure and agrees to the small amount which may not be adequate to compensate the actual loss suffered. The court should keep a watch that no such pressure prevails on a litigant. This responsibility

> becomes heavier when the court or Tribunal is dealing with cases of minors or persons of unsound mind. In Lok Adalats in the name of speedy justice the court should not sacrifice the real cause of justice for which confidence has been reposed on them by the society."

Learned counsel Mr. P.K. Bhansali has further referred to a decision of this court rendered at Jaipur Bench on 11.04.1997 in the case of Yasin Mohammed Vs. New India Assurance Company wherein, while dealing with a so-called compromise arrived at through Lok Adalat and approved by the Tribunal, this Court has specifically warned thus:

> "लोक अदालतों के माध्यम से राजीनामा कराते समय अधिकरणों के लिए यह देखना आवश्यक है कि दावेदार उपस्थित है अथवा नहीं ? राजीनामा केवल उन्हीं प्रकरणों में कराया जाना चाहिए जिनमें दावेदार उपस्थित हो तथा उसने राजीनामा करने की स्वीकृति दी हो। व्यवहार प्रक्रिया संहिता के प्रावधानों में अधिवक्ता द्वारा राजीनामा किए जाने का प्रावधान है, किन्तु लोक अदालतों के माध्यम से कराये जाने वाले राजीनामों में उक्त प्रावधानों की अनदेखी की जानी चाहिए क्योंकि दुर्घटना से सम्बन्धित वाद दावेदारों के भविष्य को प्रभावित करते हैं इसलिए जब तक दावेदारों की स्वीकृति राजनामों के सम्बन्ध में न हो, दुर्घटना वादों में राजीनामा नहीं किया जाना चाहिए।"

The procedural requirements accented and explained by this Court in the aforesaid decision on 11.04.1997 need re-emphasis and it is required to be made clear that in a vehicular accident case, the statute has put the responsibility upon the Motor Accidents Claims Tribunals to consider the

claim applications with reference to the procedure as made applicable to such Tribunals and then to award such amount to the claimants, of course when they are found entitled thereto, that could be termed as “Just Compensation”. The Tribunals are required to bear in mind that they are not dealing with some sort of commercial litigation where a party is seeking a decree in terms of money said to be payable to it under a particular contractual relationship.

It is required of a Motor Accidents Claims Tribunal to award just compensation to the sufferer(s) of the result of a vehicular accident; and in the context of awarding just compensation, the process of settlement between the claimants and persons liable to make payment could be adopted in so far the same is conducive to smoothly arrive at a figure of just, proper and reasonable compensation so as to put an end to the litigation which is essentially taken up under the unfortunate force of the circumstances by the claimants; and so also to disburse the amount of reasonable compensation to the claimants as expeditiously as possible. However, the duty of a Tribunal to oversee that the amount said to have been arrived at by way of settlement is definitely an amount representing the figure of just compensation payable to the claimants cannot be forgotten, is not obviated, and cannot in any manner be compromised in the name of a compromise between the

parties. It inheres in the procedure provided for dealing with vehicular accident claim cases that if any settlement between the parties is suggested, the same is examined by the Tribunal to arrive at the satisfaction that the amount agreed would represent a just compensation; that the same goes to the rightful claimants; and is recovered from the persons legally liable therefor.

This Court is clearly of opinion that by the very nature of the litigation, the Tribunal cannot casually endorse any particular settlement suggested before it without itself being satisfied that such settlement has consciously been entered into by the claimants and the same is of reasonable and just compensation.

It is also required to be noticed that in a claim application before the Tribunal, appearance of a legal practitioner is permitted under the Rules by the Claims Tribunal in its discretion as is apparent from Rule 10.13 of the Rajasthan Motor Vehicles Rules, 1990 that reads as under:-

> "**10.13 Appearance of Legal Practitioner**.- The Claims Tribunal may in its discretion, allow any party to appear before it through the legal practitioner.

It has clearly been pointed out in the aforesaid case of Yasin Mohammed and is reiterated that the procedure relevant for consideration of ordinary civil litigation permitting compromise to be arrived at by the counsel cannot ipso-facto be

applied to the vehicular accident cases. By the very nature of the proceedings it cannot be conceded that that when a claimant of vehicular accident case has been permitted to appear through a legal practitioner, such legal practitioner could enter into a settlement even in the absence of the claimant. Any settlement in a vehicular accident case, by the very nature of the proceedings, cannot be termed a lawful compromise unless made in effective personal presence of the claimant(s); or, in case of a person under legal disability, in such presence of his lawful guardian or next friend, as the case may be.

Endorsement in a perfunctory manner of a compromise said to have been arrived at before the Lok Adalat as done in the present case and the procedure adopted by the Tribunal cannot be appreciated. As noticed above, the claimants are the residents of Uniyara, District Tonk and the victim died at Bikaner and the claim application was being tried by the Tribunal at Bikaner. The chronology of the evidence produced by the claimants shows that the witnesses available at Bikaner like PW-1 Mumtaz Ali, PW-2 Dr. P.N. Mathur, PW-3 Atar Singh and PW-4 Vikram Singh were examined before the claimants Smt. Prem Lata and Arjun Singh were examined on 26.07.1990. It has also been given out and not put to rebuttal during the trial that the deceased was the only son of his parents and was the youngest child after five sisters. With the

death of such young person who left behind his hapless wife, about 19 years in age, a daughter, about one year of age and the parents, the conduct of the claim application by them at Bikaner could not have been without obvious difficulties. Yet the claimants got examined relevant witnesses; of course, they could not lead more evidence despite opportunities and the Tribunal on 24.07.1991 closed their evidence. The fact remains that after granting two opportunities, the evidence of the non-applicants was closed on 09.01.1992 and the matter was posted for final arguments on 06.02.1992.

In the aforesaid state of record when the case of the claimants has not been put to even primary rebuttal by the non-applicants; and after the case has remained under trial for over 3½ years and was already posted for final arguments, there appears no reason for which the claimants would be keen to compromise on their rights at that stage. There appears no justification for which the matter was suddenly picked up and by preponing the date already fixed, it was decided on 15.01.1992 and that too in the absence of the claimants. It would be seen hereafter that the amount so arrived at before the Tribunal in the name of compromise does not represent even half of the amount of just compensation available to the claimants. The order passed by the Tribunal that amounts to an award has already been reproduced hereinabove. The Tribunal has not

even recorded its satisfaction that the amount arrived at by the parties was that of just compensation. This Court is clearly of opinion that the award in a vehicular accident case, whether made after contest or under a settlement, cannot be a valid award unless the Tribunal records its reasoned satisfaction that the amount being awarded is that of just compensation.

The amount awarded by the Tribunal in the sum of Rs.1,00,000/-; and after deducting Rs.15,000/- allowing the claimants only a sum of Rs. 85,000/- does not appear appropriate at all for the simple reason that the deceased was 21 years in age and has left behind wife, daughter and parents. Even when he is treated to be a student of Second Year (Commerce) and even if minimum be considered towards the pecuniary loss, it is evident that the amount of compensation would stand much higher than a meagre Rs.1,00,000/-. Noteworthy it is that the claim application was filed way back in the month of August 1988 and was decided in the month of January 1992. At the relevant time, ordinarily interest was allowed by the Tribunals in the range of 12% per annum. Viewed in the light of the period of the pendency of the claim application and rate of interest then in vogue, it would appear that the ultimate amount of Rs.1,00,000/- would represent the principal only at about Rs.70,000/-; and calling such amount a compensation would be nothing but an insult to the injuries for

the claimants of this case.

In the aforesaid view of the matter the impugned award dated 15.01.1992 having been made in the absence of the claimants by preponing the date fixed in the case without recording of satisfaction by the Tribunal and being grossly inadequate cannot be sustained and deserves to be set aside.

This Court has pondered over the scenario that the claim application was filed way back in the month of August 1988 and the evidence of the parties was already over when the impugned order was made by the Tribunal. Although the Tribunal has not recorded its findings on the material issues and ordinarily this Court would have considered remanding the matter to the Tribunal; however, having regard to the circumstances of the case, particularly when the evidence of the parties was already over and the case was decided only thereafter, it appears appropriate to dispose of the claim on merits rather than relegating the parties back to the Tribunal.

The issues framed in this case have already been noticed hereinabove. It is clear that the non-applicants have failed to lead any evidence before the Tribunal and the Tribunal had also closed their evidence on 09.01.1992. Taking the matter from that stage further, it is evident on the face of the record that the issues Nos. 4, 5, 7, 8, 9 and 10 are required to be decided against the respective non-applicants for want of

evidence. The insurer is not entitled to be exonerated nor the claim application suffers from misjoinder of parties nor have the non-applicants been able to show that the deceased was dependent on his parents. The fact that the non-applicant No.1 was the driver of the offending vehicle has also not been put to contention and, therefore, issue No.2 is rather redundant in the present case.

The only material questions, therefore, remain about the responsibility towards the accident as involved in issues Nos.1 and 6; and the quantum of compensation in issue No.3.

It is amply established from the statements of the eye-witness to the accident PW-4 Vikram Singh that the truck hit the deceased from behind and ran him over. There is nothing in his cross-examination to disbelieve his testimony and he has specifically stated that he was only 3-4 metres away from the scene of accident and that the truck dragged the deceased for some distance and then came to halt at about 20-25 metres and he has also pointed that the cyclist was on his left side at the corner of the road. There appears no reason to disbelieve the testimony of the said witness and then an adverse inference is definitely required to be drawn against the non-applicants for non-production of even the driver of the vehicle involved in the accident. Issue No.1, therefore,

deserves to be decided in favour of the claimants. Issue No.6 deserves to be decided against the non-applicants for want of evidence and it nowhere appears that the victim at all contributed to the accident or injuries. The non-applicants, thus, remain liable for compensation payable to the claimants.

Coming to the question of quantum of compensation, with reference to the decision of Hon'ble Delhi High Court in Urmila & Ors. Vs. Vijinder Singh & Ors. : 2004 ACJ 2044 learned counsel appearing for the appellants submitted that to the income of the deceased as shown in the present case, component of future prospects ought to be added and with application of maximum side multiplier, the claimants deserve to be awarded compensation with interest at least @ 9% per annum. This Court is clearly of opinion that assessment of compensation payable in a claim case depends on varieties of facts and factors; and even a slight difference in factual situation might change the entire scenario. In the present case the claimants specifically asserted that the deceased was engaged in dairy business and was earning Rs.1500/- per month and he was also studying in Second Year of graduation. Of course, the deceased was only 21 years in age and reasonable possibility of his settling in life and career cannot be ruled out but then the same remains in the realm of total uncertainty and mere potential earning capacity cannot be

made the basis for awarding compensation. Further, even while accepting the income of the deceased at Rs.1,500/- per month as asserted, the income being from a dairy business, the business assets left by the deceased cannot be ignored altogether. In the circumstances of the case, there does not appear any justification for providing for the component of future prospects but at the same time loss of average contribution at Rs.1,000/- per month cannot be denied for the claimants. In view of the age of the deceased and dependants, it appears appropriate to apply a multiplier of 17.

In the aforesaid view of the matter, this Court is of opinion that pecuniary loss figure for the claimants, wife, daughter and parents of the deceased stands at Rs.2,04,000/- (1000 x 12 x 17). In view of the claimant No.1 having been widowed in her young age of 19 years, she deserves loss of consortium at Rs.15,000/- and the other claimants may be allowed non-pecuniary loss at Rs.5,000/- each. The claimants are, therefore, entitled for further amount of Rs.30,000/- on this count. Another sum of Rs.2,000/- deserves to be awarded towards funeral expenses. The claimants are, therefore, entitled for compensation in the sum of Rs.2,36,000/- (2,04,000/- + 30,000/- + 2,000/-) as against the amount of Rs.1,00,000/- awarded by the Tribunal; and shall be entitled to

the remaining amount after deducting the amount received under 'No Fault Liability' and so also the amount received under the impugned award. The claimants were likely to be awarded interest at the rate of 12% per annum then prevalent had the Tribunal proceeded to decide the claim application. However, having regard to the period elapsed in litigation and the present prevalent rates of interest and the enhancement being made herein, this Court is of opinion that interest of justice shall be served if the claimants are allowed interest @ 7.5% per annum from the date of filing of the claim application.

As a result of the aforesaid, this appeal succeeds and is allowed; the impugned order-cum-award dated 15.01.1992 is set aside and the claim application submitted by the claimants is partly allowed; the claimants are held entitled for compensation in the sum of Rs.2,36,000/-; and they are entitled to receive an amount of Rs.2,21,000/- after adjusting Rs.15,000/- already received under No Fault Liability. The claimants-appellants are further entitled for interest @ 7.5% per annum on the entire amount of Rs.2,21,000/- from the date of filing of the claim application, i.e. 05.08.1988.

The remaining amount, after adjusting the amount already paid, shall be deposited by the insurer with the Tribunal within 30 days from today and it shall be required of

the Tribunal to carry out appropriate apportionment and to issue necessary orders for disbursement to the respective claimants. In the circumstances of the case the parties are left to bear their own costs.

(DINESH MAHESHWARI), J.

//Mohan//

S.B. CIVIL MISC. APPEAL No.198/1992
(Smt.Prem Lata & ors. Vs. Ganesh Ram & ors.)

DATED : 23rd November 2006

HON'BLE MR. JUSTICE DINESH MAHESHWARI

Mr.P.K.Bhansali for the appellants
Mr.Babu Lal Darji for the respondents

This appeal was decided by dictation of judgment in the court on 14.11.2006. However, while signing the final transcription, it was noticed that in the operative portion of the judgment though the claimants were held entitled for compensation in the sum of Rs.2,36,000/- and were held entitled for remaining amount after adjusting Rs.15,000/- paid under 'No Fault Liability' together with interest at the rate of 7.5% per annum; but for arithmetical error such amount was stated at Rs.2,11,000/- in place of Rs.2,21,000/- (Rs.2,36,000/- minus Rs.15,000/-).

Hence, the matter was posted 'to-be-mentioned' today and with the consent of learned counsel for the parties, such arithmetical error has been corrected in the judgment.

In the circumstances of the case, period of 30 days as stated in the judgment for the insurer to deposit the amount may be counted from today.

(DINESH MAHESHWARI),J.

MK